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July 26, 2005

VIA OVERNIGHT MAIL

The Hon. Kevin J. Dumas
Office of the Mayor
City of Attleboro
77 Park Street
Attleboro, MA 02703

Re: Attleboro Renewal Cable Television License

Dear Mayor Dumas:

Enclosed please find two (2) fully executed originals of the Cable Television Renewal License between the City of Attleboro and Comcast of Massachusetts I, Inc. As you know, the restated term is from July 1, 2005 through July 14, 2006. The renewal term will commence on July 15, 2006 and expire at midnight on July 14, 2016.

If you have any questions, please feel free to contact me. Thank you.

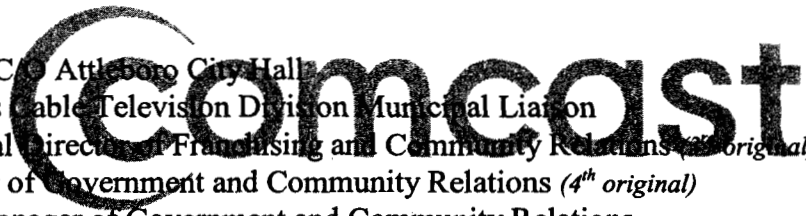
Sincerely,

Ronni A. Summerton
Franchising Manager

/ras

Enc.

cc: Cable Advisory Committee – City of Attleboro City Hall
Brian Merrick - Massachusetts Cable Television Division Municipal Liaison
Nick Leuci - Comcast Regional Director of Franchising and Community Relations (2nd original)
Lou Russo - Comcast Director of Government and Community Relations (4th original)
Nancy Leonardo - Comcast Manager of Government and Community Relations
Comcast Accounting Department
Comcast Division Franchising Department



**RESTATED AND RENEWAL
CABLE TELEVISION RENEWAL LICENSE**

**GRANTED TO
COMCAST OF MASSACHUSETTS I, INC.**

**THE MAYOR
CITY OF ATTLEBORO,
MASSACHUSETTS**

**RESTATED TERM: JULY 1, 2005 TO JULY 14, 2006
RENEWAL TERM: JULY 15, 2006 TO JULY 14, 2016 (10 Yrs.)**

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AGREEMENT

This Restated and Renewal Cable Television License entered into this 1st day of July 2005, by and between Comcast of Massachusetts I, Inc., a Massachusetts corporation, and the Mayor of the City of Attleboro, Massachusetts, as Issuing Authority pursuant to M.G.L. c. 166A (hereinafter "Issuing Authority").

WITNESSETH

WHEREAS, Comcast of Massachusetts I, Inc. (hereinafter "Comcast" or "Licensee"), is the duly authorized holder of a renewal license to operate a Cable Television System in the City of Attleboro, Massachusetts (hereinafter the "City") said license having originally commenced on July 14, 1996;

WHEREAS, the Issuing Authority of the City of Attleboro, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive, revocable cable television renewal licenses to construct, operate and maintain a Cable Television System within the City of Attleboro; and

WHEREAS, Comcast and the City wish to amend the Cable Television Renewal License dated July 14, 1996 and reinstate said amended license into this Restated and Renewal Cable Television License;

WHEREAS, Comcast filed a written request for a renewal of its license by letter dated August 13, 2003 in conformity with the Cable Communications Policy Act of 1984;

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626 of the Cable Act, on December 18, 2004, to (1) ascertain the future cable related community needs and interests of Attleboro, and (2) review the performance of Comcast during its current license term; and

WHEREAS, Comcast submitted a license renewal proposal to the City of Attleboro, dated March 31, 2005, for a renewal license to operate and maintain a Cable Television System in the City of Attleboro; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations to further clarify said renewal proposal and did agree on various provisions regarding the Cable Television System in Attleboro.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 - DEFINITIONS

For the purpose of this Restated and Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. § 521 et seq. (the "Cable Act"), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Attleboro resident and/or any Persons affiliated with a Attleboro institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Licensee owns and shall make available for use by the City of Attleboro and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation or Non-Profit Access Corporation: An entity, designated by the Issuing Authority of the City of Attleboro, for the purpose of operating and managing the use of public, educational and governmental access facilities and channels on the Cable Television System.

(4) Affiliate or Affiliated Person: A Person that owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(5) Basic Service: That service tier required and defined by applicable federal law.

(6) CMR: The acronym for Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(8) Cable Advisory Committee: The Cable Advisory Committee as appointed and designated by the Issuing Authority.

(9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

(10) Cable Service: (A) The one-way transmission to subscribers of (i) Video Programming or (ii) other programming services, and (B) subscriber interaction, if any, which is required for the selection of such Video Programming or other programming services.

(11) Cable Television System or Cable System: A facility, owned, constructed, installed, operated and maintained by Licensee in the City of Attleboro, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple subscribers within the City, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(12) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(13) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(14) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(15) DVD: The acronym for a Digital Video Disc player.

(16) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(17) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(18) Educational Access Channel: A specific channel owned by the Licensee and made available for use by the Licensee to Attleboro educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public, and managed and operated by the Issuing Authority or its designee(s).

(19) Effective Date of the Renewal License (the "Effective Date"): July 1, 2005.

(20) Execution Date of the Renewal License (the "Execution Date"): July 1, 2005.

(21) FCC: The Federal Communications Commission, or any successor agency.

(22) Government Access Channel: A specific channel owned by the Licensee and made available for use by the Licensee to the Issuing Authority and/or its designees wishing to present non-

commercial programming and/or information to the public, and managed and operated by the Issuing Authority or its designee(s)

(23) Gross Annual Revenues: Revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System for the provision of Cable Service(s) including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or cable service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Cable Service Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(24) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(25) Hub or Hub Site: A sub-Headend, generally located within a cable television community, use of which may include but not be limited to Signal processing, switching or placement of a fiber node or microwave link or transportation super trunk.

(26) Institutional Network: The separate cable, previously referred to as the Institutional Network, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority, its designees and/or City departments.

(27) Issuing Authority: The Mayor of the City of Attleboro, Massachusetts.

(28) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(29) License Fee or Franchise Fee: The payments to be made by the Licensee to the City of Attleboro, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

(30) Licensee: Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

- (31) Normal Business Hours: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.
- (32) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (33) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the Institutional Network for Users.
- (34) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.
- (35) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (36) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (37) PEG Access Channels: Any channel(s) made available which is owned by the Licensee and provided for use for the presentation of PEG Access Programming.
- (38) PEG Access Transition Date: October 1, 2005.
- (39) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (40) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (41) Prime Rate: The prime rate of interest at the Federal Reserve Bank of Boston or its successor.
- (42) Public Access Channel: A specific channel on the Cable System owned by and made available for use by the Licensee to the Access Corporation for the use of Attleboro individuals and/or organizations wishing to present non-commercial programming and/or information to the public, and managed and operated by the Issuing Authority or its designee(s).
- (43) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.
- (44) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

- (45) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter issued by the Licensee.
- (46) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.
- (47) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.
- (48) State: The Commonwealth of Massachusetts.
- (49) Subscriber: Any Person, firm, corporation or other entity who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided by the Licensee by means of, or in connection with, the Cable Television System.
- (50) Subscriber Network: The Cable Television System of at least 750 MHz owned, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.
- (51) City: The City of Attleboro, Massachusetts.
- (52) City Solicitor: The City Solicitor of the City of Attleboro, Massachusetts.
- (53) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Cable Drop(s) to Subscriber's residences.
- (54) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.
- (55) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.
- (56) VCR: The acronym for video cassette recorder.
- (57) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 – GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Mayor of the City of Attleboro, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the City of Attleboro.

(b) This Restated and Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all City, State and federal statutes and by-laws of general application, as all may be amended.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of Attleboro within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services in accordance with the laws of the United States of America, the State of Massachusetts and the City of Attleboro. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons or interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Ways. Disputes between the Licensee and other parties regarding use of Public Ways shall be resolved in accordance with any applicable regulations of the City and any lawful special laws or City by-laws and/or regulations enacted hereafter.

Section 2.2 - TERM OF RENEWAL LICENSE

The term of this Amended and Restated Renewal License is July 1, 2005 through July 14, 2006. The term of the Renewed License is for ten (10) years from July 15, 2006 through July 14, 2016.

Section 2.3 - NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the City of Attleboro; or the right of the Issuing Authority to permit the use of the Public Ways and

places of the City for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4 - POLICE AND REGULATORY POWERS

(a) By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable Department of public works regulations, and any lawful by-laws and/or regulations enacted and/or amended by the City. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

(b) The Issuing Authority shall notify the Licensee of any proposed changes in by-laws and/or regulations pertaining to any material aspect of the Cable System operation hereunder, and shall provide copies of such proposed by-laws to the Licensee upon the Licensee's written request.

Section 2.5 - REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within

six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6 - TRANSFER OF THE RENEWAL LICENSE

- (a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.
- (b) Pursuant to 207 CMR 4.04, as it may be amended, and applicable federal law, in considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider other criteria allowable under federal and state law and regulation.
- (c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the City in and to the Streets and Public Ways or any other rights of the City under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.
- (d) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies of the application and FCC Form 394 requesting such transfer or assignment consent.
- (e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended pursuant to applicable law.
- (f) Any proposed controlling or owning Person or transferee approved by the City shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

- (a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License.
- (b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable pursuant to applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the City.

ARTICLE 3

SYSTEM DESIGN

Section 3.1 – SUBSCRIBER NETWORK

- (a) The Licensee shall continue to own, operate, maintain and make available to all residents of the City a Subscriber Network of at least 750 MHz. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.
- (b) The Licensee shall install and maintain, throughout the term of the Renewal License, standby power at its Headend. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators and shall become automatically activated upon the failure of the Licensee's normal power supply.
- (c) The Licensee shall transmit all of its Signals to Attleboro Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

Section 3.2 - INSTITUTIONAL NETWORK

- (a) The Licensee shall continue to own, operate, maintain and provide, without charge(s) to the City, its existing, separate, Institutional Network System ("I-Net"), to be utilized by the Issuing Authority, its designees and/or City departments. Licensee shall be only obligated to provide such I-Net until January 30, 2005. The Issuing Authority may extend this date until March 31, 2006, provided the Issuing Authority notifies the Licensee in writing of the extension by November 30, 2005. After January 30, 2006, or March 31, 2006, if the Issuing Authority extends the date, Licensee shall no longer be required to provide, maintain, repair or replace the I-Net. In order to foster the City's development of institutional network capability for the delivery of PEG programming to the Licensee, the Licensee shall provide the City a one-time payment for technological development of Six Hundred Fifty Thousand Dollars (\$650,000), payable within sixty (60) days of the Execution Date. Licensee may pass-through to Subscribers said one-time payment for technological development to the extent allowed in accordance with applicable law and regulation. The Issuing Authority agrees the institutional network capability it develops will not be used for commercial purposes or in competition with Comcast.
- (b) Pursuant to Section 3.2(a), the Licensee's I-Net shall continue to be capable of transmitting data, audio and video Signals to, from and between the City buildings and other institutions specified in **Exhibit 1**, attached hereto ("Institutional Network Buildings"). The Licensee shall continue to maintain the existing, activated Drops and Outlets to the Institutional Network Buildings listed in **Exhibit 1**, without charge(s) to the City and/or designated Institutional Network Buildings. Additional Institutional Drops and Outlets, beyond those listed in **Exhibit 1**, shall be installed by the Licensee subject to payment by the City at cost, plus a reasonable rate of return in accordance with applicable law(s). The Licensee's obligations with respect to the I-Net, other than its obligation to receive and process upstream Programming from the City's Institutional Network and routing such programming through the Headend for distribution to the Subscriber Network as required by

Section 6.10 below, shall terminate on January 30, 2006 or March 31, 2006 upon extension by the Issuing Authority under Section 3.2(a).

Section 3.3 - EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network, described in Section 3.1 herein, shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.4 - PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) and regulations governing Subscribers' capability to control the reception of any channels being received on their television sets.

Section 3.5 - SYSTEM TECHNICAL SPECIFICATIONS

The Cable Television System shall conform to the FCC technical specifications.

ARTICLE 4

MAINTENANCE AND OPERATION

Section 4.1 – SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable System Service available to residents of the City, within seven (7) days of a request therefor, subject to paragraph (b) below, unless the Licensee is legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or Multiple Dwelling Units ("MDU"). The Licensee shall make a reasonable effort to obtain such private rights-of-ways and MDU access agreements in the City in order to make Cable Service(s) available to all residents.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 150' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 150 feet from the existing Trunk and Distribution system.

Section 4.2 - LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall own, operate and maintain the Cable Television System within the City of Attleboro. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.3 - UNDERGROUND FACILITIES

(a) In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground provided that (1) such underground locations are actually capable of accommodating the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality, and (2) the Licensee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the respective utility companies in the City. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the City at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense in accordance with applicable laws.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City by-laws, rules, regulations and/or standards. It is the policy of the City that existing

poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) The City shall make best efforts to notify the Licensee of any underground grant-of-location requests submitted to the City by a utility.

Section 4.4 - TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to regulations of the City.

Section 4.5 - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as is reasonably possible before entry and as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6 - TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7 - DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the City, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority and/or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

Section 4.8 - SAFETY STANDARDS

The Licensee shall operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and lawful local laws, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.9 - PEDESTALS

In any cases in which Pedestals housing active and passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable City rules, regulations and/or by-laws. All such Pedestals shall be shown on the construction maps submitted to the City in accordance with Section 4.12 infra.

Section 4.10 - PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the City. The Licensee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

Section 4.11 - RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

Section 4.12 - CONSTRUCTION MAPS

Upon written request, the Licensee shall file with the Issuing Authority strand maps of all Cable System plant. Upon written request said strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains. If changes are made in the Cable System, the Licensee shall notify the Issuing Authority and, upon written request, the Licensee shall file updated maps annually, not later than thirty (30) days after a written request.

Section 4.13 - SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the

Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

Section 4.14 - COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Television Service(s) available to any commercial establishments in the City, provided that said establishment(s) agree to pay for installation and monthly subscription costs as established by the Licensee.

Section 4.15 - "DIG SAFE"

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

Section 4.16 - RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the City at cost for any reasonable expense, including materials and labor, caused by relocation of any fire alarm cable or equipment to make poles ready for the Licensee's cable or equipment. The City shall cooperate in this relocation so as to minimize delay in the Licensee's installation, maintenance and repair schedule.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 – BASIC SERVICE

The Licensee shall make available Basic Service to all Attleboro Subscribers, which shall include all Signals which are required to be carried by a cable television system serving the City pursuant to statute or regulation.

Section 5.2 - PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof. Pursuant to federal law, all Programming decisions, including the Programming listed in **Exhibit 2**, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, as may be amended from time to time, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Attleboro Programming line-up at least thirty (30) days before any such change is to take place. At the same time, the Licensee shall also provide Subscribers with a channel line-up card or suitable marker showing the new channel line-up.

Section 5.3 - LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612(b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4 - VCR/DVD CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR/DVD users to tape and view any channel capable of being tuned by such owner's television set and/or VCR/DVD, except two scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this Renewal License.

(b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

Section 5.5 - CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions. When necessary non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6 - FREE DROPS, OUTLETS AND MONTHLY CABLE SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Licensee shall continue to provide and maintain one (1) free Subscriber Cable Drop and Outlet and monthly Basic Service to all police and fire stations, public schools, public libraries and other public buildings which are occupied by municipal employees and not leased to third parties, and which are along the existing Cable System plant route included in **Exhibit 3**, attached hereto and made a part hereof, and shall provide, install and maintain a Subscriber Cable Drop and Outlet and Basic Service to any other public buildings and schools along the Cable System plant route that is no more than one hundred feet (150') from the existing aerial Trunk and Distribution System along the Cable System plant route, as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the City or any designated institution for said installation and provision of monthly Service and related maintenance.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the City, if necessary for the reception of monthly Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the City shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority, subject to force majeure.

ARTICLE 6
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT

Section 6.1 – PEG ACCESS/LOCAL ORIGINATION STUDIO

- (a) The Licensee shall continue to operate, maintain and staff its PEG Access/Local Origination studio in the City, at its current location of 8 N. Main Street, Attleboro, MA, through and until October 1, 2005, the PEG Access Transition Date. Said studio shall continue to be open a minimum of forty (40) hours each week, at times convenient for Attleboro PEG Access Users. Licensee's obligation to provide, operate, maintain and staff a PEG Access facility and operation shall cease as of September 31, 2005.
- (b) Until the PEG Access Transition Date, the Licensee shall continue to employ a full-time equivalent PEG Access/LO program coordinator for Attleboro PEG Access/LO service(s). Said staff person(s) shall continue to provide support to, and assist and cooperate with, City personnel and residents in producing and cablecasting events of interest to Attleboro Subscribers including, but not limited to, governmental meetings, public hearings, and other Attleboro events.
- (c) Upon the PEG Access Transition Date, the Licensee shall allow the Issuing Authority and/or the Access Corporation to sublet the PEG Access/Local Origination studio, located at 8 N. Main Street, provided Licensee can secure landlord's permission, for a period of three months after the Transition Date, with optional extensions of one month increments, until September 30, 2007, at a cost to be shared equally between the Access Corporation and Licensee and paid to the studio building owner.
- (d) There shall be no user fees or time charges to the City and/or PEG Access Users for said PEG Access/LO personnel.

Section 6.2 - PEG ACCESS CORPORATION

Upon the PEG Access Transition Date, the Issuing Authority or its' designee, a non-profit public access corporation, shall commence providing services to PEG Access Users as follows:

- (1) Schedule, operate and program the programming on the PEG Access Channels provided in accordance with Section 6.3 herein;
- (2) Manage annual funding, pursuant to Section 6.4 herein;
- (3) Operate and maintain a PEG Access studio, and purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.5 herein;
- (4) Conduct training programs in the skills necessary to produce quality PEG Access programming;

- (5) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Corporation staff and volunteers;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and
- (8) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on City issues, events and activities.

Section 6.3 - PEG ACCESS CHANNELS

- (a) Upon the PEG Access Transition Date, the Licensee shall continue to own and make available for use to the City three (3) Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the City or the non-profit public access corporation. Said Access Channels shall be included in the Licensee's Basic Service.
- (b) The Licensee shall not move or otherwise relocate the channel locations of the three (3) PEG Access Channels, referenced in paragraph (a) above, without the advance, written notice to the Issuing Authority.

Section 6.4 - PEG ACCESS ANNUAL FUNDING

- (a) The Licensee shall provide annual funding to the Issuing Authority's or its designee, Attleboro Cable TV, Inc., for PEG Access use, equal to four percent (4%) of the Licensee's Gross Annual Revenues. Said payments shall be considered a Franchise Fee in accordance with applicable law, to be used for, among other things, salary, operating and other related expenses connected with PEG Access programming and operations.
- (b) The Licensee shall pay PEG Access funding on a quarterly basis for the first four (4) years and thereafter on a semi-annual basis as follows:

July 1, 2005 – December 31, 2009:

<u>Period Covered</u>	<u>Payment Due Date</u>
July 1 - September 30	November 30 th
October 1 - December 31	February 28 th
January 1 - March 31	May 30 th
April 1 - June 30	August 31 st

January 1, 2009 – July 14, 2016:

<u>Period Covered</u>	<u>Payment Due Date</u>
January 1 - June 30	August 31 st
July 1 - December 31	February 28 th

The final payment for the period July 1, 2016 through July 14, 2016 shall be due by August 31, 2016.

- (c) The Licensee shall file with each such payment the Gross Annual Revenues reporting form, attached hereto in Exhibit 4, certified by an authorized agent of the Licensee.

(d) In no case shall said four percent (4%) payment(s) include (i) the PEG Access Equipment/Capital funding required by Section 6.5 below; (ii) the one-time technological development payment payable to the Issuing Authority pursuant to Section 3.2 supra (iii) the License Fee payable to the Issuing Authority pursuant to Section 7.1 infra; and/or (iv) any other fees or payments required by applicable law; provided, however, that said four percent (4%) payment shall be a Franchise Fee, as defined pursuant to Sec 622 (h) of the Cable Act, and subject to the five percent (5%) federal cap on such Franchise Fees.

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Issuing Authority's designee an amount equal to four percent (4%) of such Person's Gross Annual Revenues. If the Licensee collects revenues for said Person, then the Licensee shall collect said four percent (4%) payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Issuing Authority's designee along with the Licensee's four percent (4%) percent PEG Access payments pursuant to Section 7.2(a) herein. If the Licensee does not collect the revenues for a Person that distributes any Service over the System, then the Licensee shall notify any such Person of this 4% payment requirement and shall notify the Issuing Authority of such use of the Cable System by such Person(s).

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments accrue from the date due at two percent (2%) above the Prime Rate.

Section 6.5 - PEG ACCESS EQUIPMENT/CAPITAL FUNDING

(a) The Licensee shall provide a total of Three Hundred Thirty Thousand Dollars (\$330,000.00), payable to the Issuing Authority's or its' designee, as directed by the Issuing Authority, in PEG Access equipment/facilities funding payable as follows:

(i) Two Hundred Thirty Thousand Dollars (\$230,000.00), within sixty (60) days of the Execution Date of this Renewal License; and

(ii) One Hundred Thousand Dollars (\$100,000.00) no later than January 15, 2008.

(b) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Access Corporation from the date due at the rate of two percent (2%) above the Prime Rate.

(c) In no event shall said Three Hundred Thirty Thousand Dollars (\$330,000.00) equipment/facilities funding be counted against either the annual PEG Access funding, required by Section 6.4(a) above, and/or any Franchise or License Fee payment, required by Section 7.1 infra, and/or any other fees or payments required by applicable law.

Section 6.6 - EXISTING PEG ACCESS/LOCAL ORIGINATION EQUIPMENT

(a) No later than the PEG Access Transition Date, the Licensee shall deed over to the Issuing Authority or its designee, as directed by the Issuing Authority, “as is” condition and without warranty, all existing Licensee-owned PEG Access/LO studio and production equipment located at the Attleboro PEG Access/LO studio, and other City locations for the amount of One Dollar (\$1.00). The Licensee shall reasonably maintain said equipment until the PEG Access Transition Date. A list of said equipment is attached hereto as **Exhibit 5**. The Licensee shall not be responsible for said equipment after the PEG Access Transition Date.

(b) In no case shall the Licensee charge the Issuing Authority, the City and/or its designee for said Licensee-owned equipment.

(c) Within ninety (90) days from the Effective Date of this Renewal License, the Licensee shall deed over a 1988 Chevrolet C 30 cube production van vehicle, to the non-profit public access corporation designated by the Issuing Authority, established by the Issuing Authority, within said time period, in “as is” condition, without warranty, for the amount of one dollar (\$1.00). Said vehicle shall be owned and maintained by the non-profit public access corporation designated by the Issuing Authority and the Licensee shall no longer have responsibility for said vehicle. Said transaction shall be effectuated by the signing of a bill of sale.

Section 6.7 - PEG ACCESS PAYMENTS

The Licensee shall make the annual funding required in Section 6.4 supra directly to the Issuing Authority or its designee, as directed in writing by the Issuing Authority. The equipment payments required in Section 6.5 supra shall be made by the Licensee to the Issuing Authority and/or its designee, as directed in writing by the Issuing Authority.

Section 6.8 - EQUIPMENT OWNERSHIP

Unless noted otherwise, the City and/or its designee shall own all equipment purchased with funding pursuant to this Article 6. The Licensee shall have no obligation to maintain, repair, replace or insure any such PEG Access equipment.

Section 6.9 - ACCESS CHANNEL(S) MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent performance tests.

Section 6.10 - ACCESS CABLECASTING

(a) In accordance with Section 3.2 (a) in order that the City or its designee(s) can cablecast PEG Access Programming over the three (3) PEG Access Channels, all PEG Access programming shall be modulated by the City or its designee(s), then transmitted from any location in the City with Origination Capability to the Headend, on one of the Licensee's Institutional Network's Upstream

Channels made available, without charge to the City, for such purpose. At the Licensee's Headend, said Access programming shall be retransmitted in the downstream direction on one of the three (3) Downstream PEG Access Channels.

(b) In accordance with Section 3.2 (a) and Exhibit 1, the Licensee shall provide Origination Capability until January 30, 2006, or March 31, 2006, upon extension by the City. Thereafter, the City or its designee will provide Origination Capability using its own transport network. The Licensee shall provide, install, maintain and/or replace all equipment necessary to transport all PEG Programming received from the Access Studio at 8 North Main Street, Attleboro, MA (or any future Access Studio location) at the Headend, including all equipment necessary to switch and route such programming through the Headend to the designated Downstream PEG Access Channels on the Subscriber Network. The City or its designee shall make available in the Access Studio, at no cost to the Licensee, space for the Licensee owned rack and equipment required for transport of PEG Access Programming back to the Licensee's Headend. The demarcation point between the Licensee's Signal processing equipment and the City's and/or its designee's modulation equipment shall be at the output of the City's and/or its designee's modulator(s) at any of the I-Net Buildings/Origination Sites.

(c) The Licensee shall continue to maintain its existing video fiber link between the Access Corporation Studio, currently located at 8 N. Main Street, Attleboro and the Licensee's Rehoboth Headend, located at 242 Winthrop Street, so that Signals from the Access Corporation can be switched on to appropriate PEG Access Channels. Throughout the Restated and Renewal License term, should the Access Corporation relocate from its current location at 8 N. Main Street, Attleboro, MA, the Access Corporation shall be responsible for the cost to reconstruct a fiber link from the Access Corporation's new studio location to the Licensee's Rehoboth Headend. Should the Access Corporation relocate from its current location of 8 N Main Street to 42 Union Street, Attleboro, MA, Licensee agrees that said cost to reconstruct a new fiber link from said new location to the Rehoboth Headend shall not exceed Seventeen Thousand Five Hundred Eighty-One Dollars (\$17,581.00). Should the Access Corporation relocate from its current location of 8 N. Main Street, Attleboro, MA, to a different location within a three quarter (3/4) mile radius of 8 N. Main Street, Licensee agrees that said cost to reconstruct a new fiber link from the said new location to the Rehoboth Headend shall not exceed Twenty-Five Thousand Dollars (\$25,000.00). The Access Corporation shall provide written notification of its intent to relocate six (6) months in advance of said relocation. Upon the Access Corporations acceptance of said written estimate, it shall pay said amount, in advance, within 60 days. The Licensee shall have 120 days within receipt of said payment in which to complete said construction.

Section 6.11 - REPORT OF DISBURSEMENTS

Annually, on or before March 31st of each year, the Licensee may request in writing, a written report showing actual disbursements made of the funds provided by the Licensee for the previous year on behalf of the Public Access pursuant to Article 6 herein. Said report shall include at a minimum the number of hours of original unduplicated programming in a typical month for the prior twelve month period, use of funds, number of volunteers trained in the use of PEG equipment, and any other information which may be required to be provided by the Issuing Authority.

Section 6.12 - CENSORSHIP

Neither the Licensee, the City and/or its' designee shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 6.13 - NON-PROFIT PROGRAMMING

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access channels, equipment, or other facilities to provide for-profit commercial programming or for services which have the effect of competing with the Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competitor of the Licensee except as otherwise allowed under Section 2.3 of this Renewal License without the written consent of the Licensee. Nothing in this Section 6.13 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgments, to the extent not otherwise prohibited by applicable law or regulations.

Section 6.14 - PEG ACCESS COSTS

There shall be no charges by the Licensee to the City, its designee(s), and/or PEG Access Users for use of the PEG Access Channels.

ARTICLE 7

LICENSE FEES

Section 7.1 – LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the City, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

(b) In the event that the City can collect a License Fee in the future expressed as a percentage, the Licensee shall (i) immediately commence paying such a percentage License Fee to the City in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's regional financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues as defined in Section 1.1(23) derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the City annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the Annual Support for PEG Access pursuant to Section 6.4 supra and (ii) any License Fees that may be payable to the City and the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the City because of late payments; (ii) the one-time technological development payment payable to the Issuing Authority pursuant to Section 3.2 supra; (iii) the equipment payments payable to the Issuing Authority or the Access Corporation pursuant to Section 6.5 supra; (iv) the existing PEG Access/LO equipment pursuant to Section 6.6 supra; (v) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (vi) any payments, expenses, or replenishment of the Performance Bond pursuant to Section 9.2 infra.

Section 7.2 - PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the City throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.3 - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any

Affiliated Person shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of Cable Service over the Cable System.

(c) The term "Franchise Fee" as defined in Section 622(g)(1) of the Cable Act, shall have the meaning defined in Section 622(g)(1) and (g)(2)(A) through (E) of the Cable Act

Section 7.4 - LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.2 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the City pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the City pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.5 - RECOMPUTATION

(a) Tender or acceptance of any payment made pursuant to Section 6.4 supra and/or Section 7.1 supra shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the calendar year, and shall occur in no event later than one (1) year after the final License Fee is tendered for the respective calendar year.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a request from the Issuing Authority to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00). The interest on such

additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the City and/or the Access Corporation, without interest charges of any kind.

Section 7.6 - AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Attleboro.

Section 7.7 - METHOD OF PAYMENT

All License Fee payments by the Licensee to the City pursuant to this Renewal License shall be made payable to the City and provided to the Mayor.

ARTICLE 8

RATES AND CHARGES

Section 8.1 – RATE REGULATION

The City reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Section 8.2 - NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 6**.

Section 8.3 - PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 8.4 - CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1 - INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, up-to-date copies of the certificates of insurance for the following policies:

(a) A general comprehensive liability policy, written on an occurrence basis, naming the City, its officers, boards, commissions, committees, agents and employees as additional insured's on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) A property damage insurance policy, written on an occurrence basis, naming the City, its officers, boards, commissions, committees, agent and employees as additional insured's and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00).

(c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(i) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(ii) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(d) Workers Compensation in the minimum amount of the statutory limit.

(e) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000.00) in umbrella form over all other insurance required by this Section 9.1.

(f) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the City may immediately suspend operations under the Renewal License.

(vi) The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, carry in full force and effect, the same insurance in the same minimum amounts and meeting the same minimum requirements as required herein.

(vii) The Licensee shall be responsible for all deductibles.

Section 9.2 - PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the City, throughout the term of the Renewal License, a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be upon the terms and conditions specified in M.G.L. c. 166A, § 5(k) and the faithful performance and discharge of all obligations of this Renewal License, subject to the provisions of Sections 11.1 & 11.2 infra.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, pursuant to M.G.L. c. 166A, §5(f) and Section 2.5, supra, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more of the material terms and conditions of the bond, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of the Renewal License and thereafter until the Licensee has satisfied all of its obligations to the City pursuant to the terms and conditions of such bond. In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the \$50,000 required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3 - REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies and (ii) the performance bond required herein.

Section 9.4 - INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify, defend and hold harmless the Issuing Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, all reasonable attorneys' fees incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of such claim (the Issuing Authority will make its best efforts to provide a copy of a legal complaint within 10 business days)..

Section 9.5 - NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and the performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2 - PERFORMANCE EVALUATION HEARINGS

(a) The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing by the Issuing Authority or its designee, once per year. All such evaluation hearings shall be open to the public unless otherwise required by applicable law. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and Complaint response; and Programming; and (ii) hear comments, suggestions and/or Complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the construction, operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the City and not considered proprietary subject to Section 13.1 (b) infra. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance hereunder and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If non-compliance is found which could result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

Section 10.3 - NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex,

affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination for the term of this Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4 - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5 - REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee may require an itemized invoice detailing, including but not limited to, the number of hours, the hourly rate used, materials used and any other miscellaneous costs occurred as a result of said removal or relocation. The Licensee shall reimburse the Issuing Authority the cost and expense of such removal within sixty (60) days of submission of a bill thereof, however, the Licensee shall have the right to challenge such payment if the Licensee believes said payment to be unreasonable.

Section 10.6 - INSPECTION

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the City at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

Section 10.7 - JURISDICTION

Jurisdiction and venue over any dispute, action or suit arising from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the State of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH – LIQUIDATED DAMAGES - LICENSE REVOCATION

Section 11.1 – DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(iii) commence an action at law for monetary damages;

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

- (v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
 - (vi) invoke any other lawful remedy available to the City.
- (e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 11.1(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 11.1(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 11.1(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 11.1(c) above, then the issue of said default against the Licensee by the Issuing Authority shall be considered null and void.

Section 11.2 - LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(2) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Section 2.6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the PEG Access programming and equipment provisions in accordance with the requirements in Article 6.1 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and Exhibit 7 attached hereto, Two Hundred Dollars (\$200.00) per day that any such non-compliance continues.

(5) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day that any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time pursuant to Section 11.1

above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3 - REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4 - TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; and/or (iii) the expiration of the term of this Renewal License. In the event of any termination, the City shall have all of the rights provided in this Renewal License.

Section 11.5 - NOTICE OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

Section 11.6 - NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the City to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7 - NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the City or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any

single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the City under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the City or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the Issuing Authority, City or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the City to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the City to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 – CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal License, the Licensee shall operate, maintain and staff a full-time area wide customer service office. Said office shall be open for walk-in business Monday through Friday, during Normal Business Hours, for the purpose of, among other things, receiving monthly bill collections, installation and change of service and service call requests, exchanging/replacing customer equipment, receiving all customer inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions; and answering general inquiries.

(b) The specific location of said area wide customer service office may be changed at the sole discretion of the Licensee; provided, however, that (i) the Licensee shall give the Issuing Authority at least sixty (60) days advance, written notice of any such change(s); and (ii) without prejudice to the Licensee's discretion, the Licensee shall take into account and consider in good faith any possible concerns raised by the Issuing Authority regarding such possible new location.

Section 12.2 - TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

(b) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone number for its Attleboro Subscribers, unless required otherwise to be a local telephone number by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer service office is open for business, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of Complaints indicates a clear failure to comply.

Section 12.3 - CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not operate its customer service call center access lines twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for service received after Normal Business Hours shall be responded to the next business morning.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.5 - FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 7**.

Section 12.6 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 6**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (vii) Security Deposits.

Section 12.7 - COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation

of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

Section 12.8 - REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 12.9 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

Section 12.11 - PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.12 - MONITORING

(a) Neither the Licensee nor its agents nor the City nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 12.13 - DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

Section 12.14 - POLLING BY CABLE

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

Section 12.15 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.16 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's General Manager. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.17 - PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 - GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the City any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the City pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the City Solicitor for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2 - FINANCIAL REPORTS

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the Cable Division Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative.

(b) The Licensee shall also provide any other reports required by State and/or federal law.

Section 13.3 - CABLE SYSTEM INFORMATION

Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include the number of Basic Service Subscribers and the number of Cable System plant miles completed. The Licensee may submit such information subject to Section 13.1(b) above.

Section 13.4 - IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.3 of this Renewal License, the Licensee shall provide, upon written request of the Issuing Authority, but not more than once annually, the Issuing Authority with a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (1) confirmation that, under normal

operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis); and (2) confirmation that, under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

Section 13.5 - INDIVIDUAL COMPLAINT REPORTS

The Licensee shall, within ten (10) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 13.6 - CABLE DIVISION SUBSCRIBER COMPLAINT REPORTS

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of the Cable Division Form 500, a copy of which is attached hereto as **Exhibit 8**, to the Issuing Authority or its designee(s).

Section 13.7 - ANNUAL PERFORMANCE TESTS

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.8 - QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which casts such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.9 - DUAL FILINGS

Either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.10 - INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a City agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14
EMPLOYMENT

Section 14.1 – EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

Section 14.2 - NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS

Section 15.1 – ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2 - CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3 - SEVERABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 15.4 - ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5 - RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

Section 15.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State; and

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License.

(iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There is no action or proceedings pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of this Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, as of the Execution Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

Section 15.7 - FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the reasonable control of the Licensee, the Issuing Authority or the City.

Section 15.8 - REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9 - SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10 - APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the City, the Licensee, and their respective successors and assignees.

Section 15.11 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Mayor, City of Attleboro, City Hall, 77 Park Street, Attleboro, Massachusetts 02703, or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the Cable Advisory Committee and the City Solicitor sent to the same address as required for notice to the Mayor. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Director of Government Affairs, Comcast of Massachusetts, Inc., 440 Myles Standish Boulevard, Taunton, Massachusetts 02780, with copies to the Vice-President of Government Relations, Comcast, 676 Island Pond Road, Manchester, New Hampshire 03109 and a copy to Comcast Cable Communications, Inc., Attention: Government Affairs Department, 1500 Market Street, Philadelphia, Pennsylvania 19102, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

Section 15.12 - NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the City and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

Section 15.13 - CITY'S RIGHT OF INTERVENTION

The City hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.14 - TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

EXHIBIT 1

INSTITUTIONAL NETWORK BUILDINGS

Attleboro City Hall	77 Park Street
Attleboro Police Station	12 Union Street
Union Street Fire Station	100 Union Street
Twin Village Fire Station	796 So. Main Street
So. Attleboro Fire Station	1476 West Street
Attleboro Public Library	74 No Main Street
Russell Tennant Water Treatment	1296 West Street
Health Dept. Building	199 County Street
Attleboro High School	100 Rathbun Willard Dr
Cyril K. Brennan Middle School	320 Rathbun Willard Dr
Robert J. Coelho Middle	91 Brown Street
Old High School	135 County Street
Wamsutta Middle School	300 Locust Street
Hill-Roberts Elementary School	80 Roy Avenue
Hyman Fine Elementary School	790 Oak Hill Avenue
A. Irvin Studley Elementary	299 Rathbun Willard Drive
Peter Thatcher Elementary	7 James Street
Thomas E. Willett Elementary	32 Watson Avenue
Attleboro High School	108 Rathbun Willard Dr
Park & Forest Dept.	200 County Street
Armory	95 Pine Street
Bronson Building	8 N. Main Street
Attleboro Public Work	28 Wall Street
Briggs Corner School	903 Oakhill Avenue

EXHIBIT 2

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming; and
- + Local Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(To Be Inserted By Comcast)

ANALOG (Standard Cable) Channel Line-up*

2 WGBH-2 (PBS)	28 MTV	35 Spike TV
3 CN8	29 VH-1	56 BCTV/EWTN/INSP/NJT
4 WBZ-4 (CBS)	30 FX	57 Bravo
5 WCVB-5 (ABC)	31 TBS	58 History Channel
6 WLNE-6 (ABC)	32 Home & Garden TV	59 AMC
7 WHDH-7 (NBC)	33 TNT	60 Cartoon Network
8 New England Cable News	34 E! Entertainment	61 Comedy Central
9 Government Access**	35 USA Network	62 Sci-Fi Channel
9 Educational Access†	36 Lifetime	63 Animal Planet
10 WJAR-10 (NBC)	37 A&E	64 TV Land
11 WLVI-56 (WB)	38 The Learning Channel	65 Outdoor Life Network
12 WPRI-12 (CBS)	39 Discovery Channel	67 MSNBC
13 WFXT-25 (FOX)	40 Food Network	68 GSN/
14 WSBK-38 (UPN)	41 Fox News	Leased Access
15 Public Access	42 CNN	69 The Golf Channel
16 WGBX-44 (PBS)	43 CNN Headline News	70 HSN
17 Portuguese Channel	44 C-SPAN	71 QVC
18 WLWC-28 (IND)	45 C-SPAN2	72 HBO
19 WSBE-36 (PBS)	46 CNBC	83 RTPi
20 WPXQ-69 (PAX)	47 The Weather Channel	96 WWDP-46 (Shop NBC)
21 WUNI-27 (UNI)	48 ESPN Classic	98 Educational Access**
22 WNAC-64 (FOX)	49 ESPN	98 Government Access†
24 Disney Channel	50 ESPN2	
25 Nickelodeon	51 NESN	
26 ABC Family Channel	52 Fox Sports Net	
27 Court TV	53 Travel Channel	
	54 Hallmark Channel	

☐ Basic Service ☐ Expanded Basic Service
☒ Premium

Attleboro & Rehoboth 01/05

Channel Changes

Channel Name	Old Channel	New Channel
Women's Entertainment	66	Digital 215
QVC	71	71

These programming service changes will be made to your channel line-up on or before Jan. 1, 2005.

V123

DIGITAL Channel Line-up

Digital Classics

401 ON DEMAND
402 ABC News Now††
403 WGBH World††
404 National Geographic Channel
405 style.
406 Independent Film Channel
407 Women's Entertainment
408 '90s Kids††
409 G4techTV
410 Nicktoons
411 Discovery Kids
412 Noggin
413 Nick GAS
414 Discovery Health
415 The Science Channel
416 Trinity Broadcast Network
417 Jewelry TV by ACN
418 Black Family Channel
419 The World Network
420 WGBH Create††
421 EWTN
422 BBC America
423 Weatherman Local
424 ESPN News
425 MTV2
426 VH-1 Country
427 VH-1 Classic
428 Discovery HD***
429 ESPN HD***
430 INHD***
431 INHD2/NESN HD/FSN HD***

Digital Pro

401 Sundance Channel
402 Encore Action
403 Encore Love Stories
404 Encore Mystery
405 Encore True Stories
406 Encore Westerns
407 Toon Disney
408 WAM!
409 Nick Too
410 RTN
411 Life TV
412 Discovery Home Channel
413 Fine Living Channel
414 Do It Yourself Network
415 History International
416 Biography Channel
417 Discovery Times
418 Discovery Wings
419 NFL Network
420 Lifetime Movie Network
421 MTV Hits
422 VH-1 Soul
423 Great American Country
424 MTV Jams
425 Encore
426 MTV español

Digital Sports Pack

427 Speed Channel
428 Outdoor Channel
429 Fox Sports World
430 NBA TV
431 TV Game
432 CSTV
433 NFL Network
434 Golf TV

Digital Premier Pack

435 Turner Classic Movies
436 Oxygen
437 Bloomberg
438 Speed Channel
439 International Channel
440 Outdoor Channel
441 Fox Sports World
442 NBA TV
443 Celticvision
444 Fuse
445 BET on Jazz
446 Fox Movies FXX
447 Fox Sports Channel
448 HBO
449 HBO2
450 HBO Signature
451 HBO Family
452 HBO Comedy
453 HBO Zone
454 HBO Latino
455 STARZ!
456 STARZ! Theater
457 Black STARZ!
458 STARZ! Family
459 STARZ! Cinema
460 STARZ! Kids
461 Cinemax
462 MoreMAX
463 ActionMAX
464 ThrillerMAX
465 Showtime
466 Showtime Too
467 Showtime Showcase
468 Showtime Extreme
469 Showtime Beyond
470 Flx
471 The Movie Channel
472 TMC Xtra

Digital Premium Programming

401 WGBH PBS (Boston**)
402 WBZ CBS (Boston**)
403 WCVB ABC (Boston**)
404 WHDH NBC (Boston**)
405 WFXT FOX (Boston**)
406 Discovery HD***
407 ESPN HD***
408 Cinemax HD***
409 HBO HD***
410 STARZ! HD***
411 Showtime HD***
412 INHD***
413 INHD2/NESN HD/FSN HD***

Pay-Per-View

401 - 402 Home Theater
423 - 430 Home Theater
431 Pleasure
451 Playboy
452 Spice
453 Playboy español
457 The Hot Network
459 The Hot Zone

Digital Showcase

435 Showcase
436 Today's Country
437 Classic Country
438 Bluegrass
439 R & B and Hip-Hop
440 Classic R & B
441 Smooth R & B
442 R & B Hits
443 Rap
444 Metal
445 Rock
446 Arena Rock
447 Classic Rock
448 Alternative
449 Retro-Active
450 Electronica
451 Dance
452 Adult Alternative
453 Soft Rock
454 Hit List
455 Party Favorites
456 90's
457 80's
458 70's
459 Solid Gold Oldies
460 Singers and Standards
461 Big Band and Swing
462 Easy Listening
463 Smooth Jazz
464 Jazz
465 Blues
466 Reggae
467 Soundscapes
468 Classical Masterpieces
469 Opera
470 Light Classical
471 Show Tunes
472 Contemporary Christian
473 Gospel
474 Radio Disney
475 Sounds of the Seasons
476 Musica Urbana
477 Salsa y Merengue
478 Rock en español
479 Pop Latino
480 Mexicano

International Channels

421 RAI
422 SPT
423 TV5
424 Zee TV
425 Zhong Tian
426 RTN

Canales Selecto Package

471 Supercanal
472 TVE Internacional
473 Discovery en español
474 Cine Latino
475 Fox Sports en español
476 CNN en español
477 Toon Disney en español
478 MTV español
479 Casa Club TV
480 Cine Mexicano
481 Golf TV (English)
482 NFL Network (English)
483 The History Channel en español

- †† ABC News Now and WGBH Digital Broadcast channels are available as part of a Basic cable subscription. A digital cable box and remote are required.
- * High-Definition (HD) channels, including local signals, are subject to availability. A High Definition (HD) television set (not provided), cable box and remote control are required. A High-Definition or Digital Cable box is required to receive Digital Cable channels.
- ** HD local broadcast signals are included with Basic Service subscription and HD cable box (see equipment pricing).
- *** Minimum service level required in order to receive this channel. Some restrictions apply.

EXHIBIT 3

FREE DROPS, OUTLETS AND MONTHLY CABLE SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

The following public buildings and schools shall receive the following Drops and/or Outlets and monthly Cable Service at no charge:

Attleboro City Hall	77 Park Street
City Hall Annex	75 Park Street
Attleboro Police Station	12 Union Street
Union Street Fire Station	100 Union Street
Briggs Corner Fire Station	1276 Park Street
Twin Village Fire Station	796 So. Main Street
Old So. Attleboro Fire Station	532 Newport Ave
So. Attleboro Fire Station	1476 West Street
Rev. Larson Sr. Center	25 So. Main Street
Attleboro Public Library	74 No. Main Street
Russell Tennant Water Treatment	1296 West Street
Wastewater Treatment Plant	Pond Street
Attleboro Recreation Center	81 Pine Street
Public Works Highway Division	Wall Street
Capron Park Zoo	201 County Street
Health Dept Blding	199 County Street
Richardson School	95 Pine Street
Attleboro High School	100 Rathbun Willard Dr
Cyril K. Brennan Middle School	320 Rathbun Willard Dr
Robert J. Coelho Middle	91 Brown Street
Old High School	135 County Street
Wamsutta Middle School	300 Locust Street
Joseph Finberg	1125 So. Main Street
Hill-Roberts Elementary School	80 Roy Avenue
Hyman Dine Elementary School	790 Oak Hill Avenue
A. Irvin Studley Elementary	299 Rathbun Willard Drive
Peter Thatcher Elementary	7 James Street
Early Childhood Center	7 James Street
Thomas E. Willett Elementary	32 Watson Avenue
Attleboro High School	108 Rathbun Willard Dr
St John Evangelist School	13 Hodges Street
Bishop Feehan School	70 Holcott Drive
Briggs Corner School	903 Oakhill Avenue
Mass Electric	87 West Street
Thomas Ferreira	17 Peregrine Circle
Christian Dayspring School	1052 Newport Avenue
Brookside Apartments	41 North Ave
Hillcrest Recreation Center	33 Carlon Street

EXHIBIT 4

GROSS ANNUAL REVENUES REPORTING FORM

COMCAST
NEW ENGLAND REGION

CITY OF ATTLEBORO

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Franchise Fees	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Total Gross Revenue	\$ [enter total]
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License Fee (4%) ³	\$ [enter % of total]
Fee on Fee (4%)	<u>\$ [enter % of %]</u>
License/Access Fee Due	<u>\$ [enter total due]</u>

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

3 - Pursuant to Section 6.4, supra, the Issuing Authority may adjust the amount of such license fee.

Authorized Comcast Representative:

Date:

EXHIBIT 5

CURRENT ATTLEBORO PEG ACCESS/LO EQUIPMENT

Description	Manufacturer	Model	Serial No.
1988 CHEVY C30 CUBE VIN 2GCHG31K0K4109113			
COMPUTER2000	GATEWAY	4DX266P	
VIDEOCASSETTE RECORDER	SONY	5800	
VIDEOCASSETTE RECORDER	SONY	5850	
VIDEOCASSETTE RECORDER	SONY	5600	
VIDEOCASSETTE RECORDER	SONY	9800	
VIDEOCASSETTE RECORDER	SONY	9850	
REMOTE EDITING UNIT	SONY	PVE-500	700538
EDITING CONTROL UNIT	SONY	RM440	27783
DIGITAL AV MIXER	PANASONIC	WJ MX50	41A01139
DIGITAL AV MIXER	PANASONIC	WJ MX50	42A02317
EDITING CONTROL UNIT	SONY	PVE-500	700672
VIDEOCASSETTE RECORDER	SONY	9800	
VIDEOCASSETTE RECORDER	PANASONIC	AG7650	K3TC00185
VIDEOCASSETTE RECORDER	PANASONIC	AG7650	K3TC00182
VIDEOCASSETTE RECORDER	PANASONIC	DS850	
VIDEO CASSETTE RECORDER	PANASONIC	AG7350	
VIDEOCASSETTE RECORDER	PANASONIC	AG1960	
AUDIO MIXING CONSOLE	RAMSA	WR-S212	91Y0038
PORTABLE VIDEO CAMERA	PANASONIC	AG7450	W V F250B
ACCESS CAMERA	PANASONIC	AG450	J9HD604
ACCESS CAMERA	PANASONIC	AG450	J9HD00730
CAMERA CONTROL UNIT	SONY	CCU-M5	
DIGITAL TBC	FOR.A	FA310	
6X1 VERTICAL SWITCHER	KRAMER	VS601	
TV MONITOR	PANASONIC		
VIDEO MONITOR	SONY		
VIDEO MONITOR	VIDEOTEK	AVM195	
TBC	FOR.A	FA310	
COLOR MONITORS	JVC		
B & W TV MONITORS	PANASONIC		
COLOR MONITORS	PANASONIC	CT1381Y	
VIDEO CAMERA	SONY	CA325	14403
VIDEO CAMERA	SONY	CA325	14361
VIDEO CAMERA	SONY	CA325	14362
TRIPODS	BOGEN	3068	
TRIPOD	BOGEN	3066	
TRIPOD	BOGEN	3066	
AUDIO OUTPUT UNIT	EV	ELX-1A	
VECTORSCOPE/WAVEFORM	VIDEOTEK	VSM-5	
LIGHT KIT	LOWELTOTA		
PORT-A-PAK UNIT	SONY	V0-8800	16417
PORT-A-PAK UNIT	SONY	V0-6800	18524

-Attleboro Cable Television Renewal License-

LAVALIER MICROPHONES	SONY	ECM77B	
INTERCOM /HEADSET	CLEARCOM		639399
INTERCOM /HEADSET	CLEARCOM		639384
INTERCOM /HEADSET	CLEARCOM		639386
SWITCHER	ECHOLAB	DV-7	7550
COMMUNITY BULL. BOARD	AMIGA	2000	
PROPAC BATTERY	ANTON BAUER	1462626H048	
PROPAC BATTERY	ANTON BAUER	1466923K033	
CHAR. GENERATOR	PANASONIC	WJ-KB50	44206015
KEYBOARD			
COLOR MONITORS	PANASONIC	CT1381Y	MB92910486
COLOR MONITORS	PANASONIC	CT1383Y	MB33360332
COLOR MONITORS	PANASONIC	CT1383Y	MB33360489
EDITING CONTROL UNIT	SONY	PVE-500	700672
VIDEOCASSETTE RECORDER	SONY	9800	
VIDEOCASSETTE RECORDER	PANASONIC	AG7650	K3TC00185
VIDEOCASSETTE RECORDER	PANASONIC	AG7650	K3TC00182
VIDEOCASSETTE RECORDER	PANASONIC	DS850	
VIDEOCASSETTE RECORDER	PANASONIC	AG7350	
VIDEOCASSETTE RECORDER	PANASONIC	AG1960	
AUDIO MIXING CONSOLE	RAMSA	WR-S212	91Y0038
PORTABLE VIDEO CAMERA	PANASONIC	AG7450	W V F250B
CAMCORDER	PANASONIC	AG450	J9HD604
CAMCORDER	PANASONIC	AG450	J9HD00730
CAMERA CONTROL UNIT	SONY	CCU-M5	
DIGITAL TBC	FOR.A	FA310	
6X1 VERTICAL SWITCHER	KRAMER	VS601	
TV MONITOR	PANASONIC		
VIDEO MONITOR	SONY		
VIDEO MONITOR	VIDEOTEK	AVM195	
TBC	FOR.A	FA310	
COLOR MONITOR	JVC		
B & W TV MONITOR	PANASONIC		
COLOR MONITOR	PANASONIC	CT1381Y	
VIDEO CAMERA	SONY	CA325	14403
VIDEO CAMERA	SONY	CA325	14361
VIDEO CAMERA	SONY	CA325	14362
TRIPODS	BOGEN	3068	
TRIPOD	BOGEN	3066	
TRIPOD	BOGEN	3066	
AUDIO OUTPUT UNIT	EV	ELX-1A	
VECTORSCOPE/WAVEFORM	VIDEOTEK	VSM-5	
LIGHT KIT	LOWELTOTA		
PORT-A-PAK UNIT	SONY	V0-8800	16417
PORT-A-PAK UNIT	SONY	V0-6800	18524
LAVALIERE MICROPHONES	SONY	ECM77B	
INTERCOM /HEADSET	CLEARCOM		639399
INTERCOM /HEADSET	CLEARCOM		639384
INTERCOM /HEADSET	CLEARCOM		639386
SWITCHER	ECHOLAB	DV-7	7550
AUDIO CONSOLE	INTER M	CMX1642	
XLR CABLES			
BNC CABLE			
BNC CABLE(LONG)			
PATCH CABLES			

-Attleboro Cable Television Renewal License-

VIDEO PATCH CABLES			
VHS DECK	JVC HR	A592U	SQPB
VHS DECK	SONY	SLV N55	
FAX MACHINE	BROTHER	1270	
COPIER	LEXMARK	X83	
PC	DESKPRO	dpend	P400/6/W5C
COMPUTER SCREEN	NEC FE	700	
PLAYBACK VTR W/INTERFACES	PANASONIC	AG-1330	
S-VHS CAMCORDER	PANASONIC	AG-456U	
TRIPOD W/3063 HEAD	BOGEN	3140	
RECEIVER	PANASONIC	CT-13R31	
OMNI MIC	ElectroVoice	635A	
S-VHS EDIT RECORDER	PANASONIC	AG-DS555	
DOLLEY FOR STUDIO CAMERAS	BOGEN	3067	
CD PLAYER	TECHNICS	SL-PD9	
TITLER CG	VIDEONICS	TM-3000	
DIGITAL VIDEO CAMCORDER	CANON	GL-2	
FOCUS/ZOOM CONTROL	CANON	ZR-1000	
TRIPOD WITH HEAD/BAG	BOGEN	3221WN-501	
CARRYING CASE	PELI CAN	BPL-1550	
GOOSENECK MIC	SHURE	MX412S/C	
LAVALIERE MICROHPONES	SHURE	MX183	
PZM-STYLE MICS	SHURE	MX391/O	
12 CHANNEL AUDIO SNAKE	WHIRLWIND	MT-12-F-M-50	
8 INPUT AUDIO MIXER	SHURE	SCM810	
DOLLEY FOR GL-2 CAMCORDER	BOGEN	3127	

EXHIBIT 6

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may

call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;

- (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
- (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 7

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--CABLE TELEVISION SERVICE
Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 8

CABLE DIVISION FORM 500

Please see the following pages.

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

Phone:

E-Mail:

Average Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

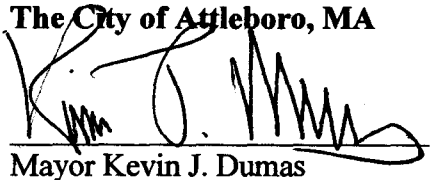
Manner of Resolution: A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

SIGNATURE PAGE

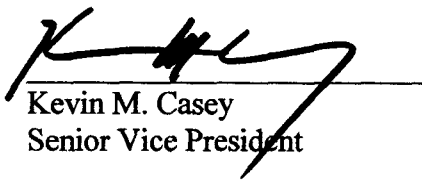
In Witness Whereof, this Restated and Renewal License is hereby issued by the Mayor of the City of Attleboro, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts I, Inc., this 1st day of July, 2005.

The City of Attleboro, MA



Mayor Kevin J. Dumas

Comcast of Massachusetts I, Inc.



Kevin M. Casey
Senior Vice President